



Billing Code 4810-25-P

DEPARTMENT OF THE TREASURY

Announcement of Two Competitions under the America COMPETES Reauthorization Act of 2010: MyMoneyAppUp IdeaBank Challenge and the MyMoneyAppUp App Design Challenge

AGENCY: Department of the Treasury

ACTION: Notice.

SUMMARY: The Department of the Treasury (Treasury) is announcing the launch of two related competitions, the MyMoneyAppUp IdeaBank Challenge and the MyMoneyAppUp App Design Challenge. Both challenges are sponsored by Treasury in partnership with the D2D Fund (D2D) and the Center for Financial Services Innovation (CFSI).

Please go to <http://mymoneyappup.challenge.gov> to learn more about the two challenges and how to participate.

DATES: Important dates for the IdeaBank Challenge Competition --

Start Date and Time: 12:00 a.m. EDT, June 27, 2012.

End Date and Time: 11:59 p.m. EDT, August 1, 2012.

Announcement of Challenge Winners: It is anticipated that winners will be announced before November 1, 2012.

Important dates for the App Design Challenge Competition --

Start Date and Time: 12:00 a.m. EDT, June 27, 2012.

End Date and Time: 11:59 p.m. EDT, August 12, 2012.

Announcement of Challenge Winners: It is anticipated that winners will be announced before November 1, 2012.

FOR FURTHER INFORMATION CONTACT: Sophie Raseman, Office of Financial Access, Financial Education and Consumer Protection, Department of the Treasury, Sophie.Raseman@Treasury.gov.

SUPPLEMENTARY INFORMATION:

Introduction

The Department of the Treasury and its partners CFSI and D2D are sponsoring the two related MyMoneyAppUp prize challenges to promote the development of ideas and designs for innovative applications (“apps”) for mobile devices that will increase financial access and/or financial capability.

Detailed Information about the Challenges –

The following sections provide the official rules for each Challenge.

IdeaBank Challenge Competition –

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1. Eligibility

Eligible Individuals and Entities:

The Challenge is open only to:

- individuals who are U.S. citizens or permanent residents of the fifty (50) United States and its territories who are at least fourteen (14) years old at the time of entry; and
- corporations (including not-for-profit corporations and other non-profit entities) or organizations that (i) are incorporated in the United States or its territories, (ii) have been duly organized and validly exist, and (iii) maintain a primary place of business in the United States (such corporations or organizations, “Organizations”).

Individuals, Organizations, or teams must register to participate in the Challenge.

Individuals may form teams (comprised solely of individuals) to enter the Challenge, provided that each member of a team must be independently eligible in accordance with these eligibility requirements. Individuals submitting on behalf of teams or Organizations must meet the eligibility requirements for individual Contestants. An individual may join more than one team and/or Organization.

Ineligible Individuals and Entities:

The following individuals and entities are not eligible to participate in the Challenge:

- The Administrators and any advertising agency or other company or contractor involved with the design, production, promotion, execution, or distribution of the Challenge;

- Any parent company, subsidiary, or other affiliate of any entity described above;
- Any employee of the entities described above (and their respective parent companies, subsidiaries, and other affiliates) and any member of such employee's immediate family or household;
- Any individual involved with the design, production, promotion, execution, or distribution of the Challenge and each member of any such individual's immediate family or household;
- Any judge (as described in Section 6), any member of a judge's immediate family or household, and anyone who otherwise has a familial or financial relationship with a judge;
- Any entity or individual in whom a judge has a personal or financial interest or for whom a judge is an employee, officer, director, or agent;
- Any company or individual that has a material business relationship or affiliation with the judges;
- Any employee of Treasury;
- Any Federal entity; and
- Any Federal employee acting within the scope of his or her employment.

For purposes of these Official Rules, (a) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings, and (b) the members of an individual's household include any other person that shares the same residence as such individual for at least three (3) months out of the year.

By submitting an idea, Contestants certify they meet these eligibility requirements. If they become aware they may no longer meet any of the eligibility requirements of this section, Contestants agree to notify Administrators immediately by email at info@mymoneyappup.com.

The Challenge is subject to all applicable Federal and state laws and regulations. Participation constitutes Contestant's full and unconditional agreement to these Official Rules and the Administrators' and Treasury's decisions, which are final and binding in all matters related to the Challenge. Eligibility for a prize award is contingent upon fulfilling all requirements set forth herein.

2. Challenge Period and Judging Period

The Challenge submission period begins on 06/27/2012 at 12:00 am EDT and ends on 08/01/2012 at 11:59 pm EDT (the "Challenge Period"). A computer specified by the Administrators and Treasury, in their sole discretion, set to Eastern Time, is the official time-keeping device for this Challenge.

The approximate dates for the judging are between 08/02/2012 and 08/16/2012. These dates are approximate and are subject to change at the discretion of the Administrators and Treasury.

3. How to Enter and Submission Requirements

Registration: During the Challenge Period, Contestants must register by visiting <http://ideabank.mymoneyappup.challenge.gov> and completing the registration form, or, if already registered, follow the procedures to join this Challenge. Registration is free. After the

Contestant registers, the Contestant must verify the email address the Contestant provided via the registration email sent to the address entered in the registration form. Once registered, Contestants will be able to submit ideas for apps (“Ideas”). Registration will be required to receive updates on the Challenge.

Submitting an Idea: To submit an Idea, a Contestant must agree to these Official Rules and any other terms, conditions, or policies that apply to the Contestant’s use of the Challenge website, and complete the short statement that begins with “I want an app that” by inputting the Contestant’s idea and posting it to <http://ideabank.mymoneyappup.challenge.gov>. Ideas will be automatically submitted as an Idea of that Contestant upon posting the Idea on <http://ideabank.mymoneyappup.challenge.gov>.

Idea Guidelines: Ideas should be innovative ideas for apps that will promote financial capability and/or financial access.

Integration of Data: Contestants are encouraged to propose ideas for apps that integrate data in ways that foster financial capability and/or financial access. Types of data include, but are not limited to, (i) the user’s own personal financial data, such as information on the balances and transactions in his or her existing financial accounts and (ii) data on financial products and services.

Idea Submission Requirements: Ideas submitted must meet the below requirements to be eligible to win a prize:

- Must be submitted during the Challenge Period;
- Must be for an app that promotes financial access and/or financial capability;

- Must not be substantially identical to a prior submission;
- Must be original, be the work of the Contestant, and not violate the rights of other parties;
- Must not contain any matter that in the sole discretion of the Administrators, Treasury, or the judges: (i) depicts hatred; (ii) defames or denigrates (or is derogatory towards) any person or group of persons or any race, ethnic group, or culture; (iii) threatens a specific community in society, including any specific race, ethnic group, or culture; (iv) is intended to or may reasonably incite violence; (v) contains vulgar or obscene language or excessive violence; (vi) contains pornography, obscenity, or sexual activity; (vii) is otherwise indecent, in obvious bad taste, or demonstrates a lack of respect for public morals or conduct; or (viii) adversely affects the reputation of Treasury or the Administrators;
- Must comply with the Terms of Participation of <http://ideabank.mymoneyappup.challenge.gov> and with applicable law; and
- Must be in the English language.

If the Administrators, Treasury, or the judges, in their discretion, find any Idea to not satisfy these requirements or any other provisions in these Official Rules, then such Idea shall be deemed disqualified. The Administrators, Treasury, or the judges may also prevent such an Idea from being displayed on the website, or may remove such an Idea that was already posted.

Each Contestant (or if a team, then each member of the team) represents and warrants that he, she, or it is the sole author and owner of the Idea, that the Idea is wholly original with the Contestant, and that the Idea does not infringe, misappropriate, or otherwise violate any copyright, trade secret rights, or any other rights of any third party.

4. Intellectual Property Rights

Each Contestant grants to the Administrators, Treasury, and their agents, a perpetual, royalty-free, non-exclusive, worldwide license with the right to sublicense under the Contestant's copyright in and to each Idea or other comment submitted by the Contestant to use, copy for use, make derivative works of, perform publicly, and display publicly, for any purpose whatsoever.

5. Display of Ideas and Public Voting

Ideas meeting the Idea Submission Requirements (Section 3) will be posted on <http://ideabank.mymoneyappup.challenge.gov> and publicly attributed to the Contestant's username or first name and last initial associated with the Challenge.gov user account that the voter creates upon registration on the <http://ideabank.mymoneyappup.challenge.gov>.

To vote, a member of the public must register for the Challenge at <http://ideabank.mymoneyappup.challenge.gov>.

The public voting will take place from 06/27/2012 through 08/07/2012. Public voting will be used to rank the Ideas, with the top ten (10) vote-getters being finalists ("Finalists"). In the event there is a tie in voting such that it is not possible to identify only ten (10) Finalists, the number of Finalists will be increased as necessary. Each registered visitor is able to vote once for any or all Ideas during the voting period and may not revise his or her vote.

Use of an automated process or similar device to submit an electronic vote is strictly prohibited. Any attempt to circumvent the one vote limit per Idea or to use an automated voting process will subject all votes from the person to disqualification. If a Contestant receives

multiple and/or irregular votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Administrators and/or Treasury reserve the right to disqualify the Contestant in their sole discretion. If the voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Administrators and Treasury, in their sole discretion, reserve the right to direct the judging panel, as described in Section 6 below, to select up to ten (10) Finalists. Contestants may not pay people or provide any other type of consideration in exchange for votes. Any Contestant who violates the ban on paying or providing consideration in exchange for votes will be disqualified. Public votes may be displayed on the competition website, on a real-time basis, before being verified for integrity. These unverified votes do not necessarily accurately reflect the Finalists. The winners will be the Contestants who are contacted directly by the Administrators after votes have been verified.

There is no limitation on the number of Ideas a Contestant can submit. A Contestant, however, may only have one (1) Idea as a winner of a monetary award.

6. Judges and Winner Selection

Judges: A panel of judges will be appointed by Treasury and the Administrators. The individual judges that comprise the judging panel may change at the discretion of the Administrators and Treasury. Judges have the right to withdraw from the Challenge without advance notice in the event of extenuating circumstances beyond their control or as may be otherwise permitted by the Administrators and Treasury.

Winner selection: Judges will score each of the Finalist Ideas. The five (5) Contestants whose Ideas earn the highest overall scores will win the prizes. The Idea with the highest score is the Grand Prize Winner, provided that the Idea and the Contestant who submitted the Idea is in compliance with these Official Rules, as determined by the judges. The Ideas with the second and third highest scores are the Runners Up, provided that the Idea and the Contestant who submitted the Idea is in compliance with these Official Rules, as determined by the judges. The Ideas with the fourth and fifth highest scores are the Honorable Mentions, provided that the Idea and the Contestant who submitted the Idea is in compliance with these Official Rules, as determined by the judges. If there is a tie between one or more Ideas for any of the monetary prizes, the winners will be selected by a final vote by the judges.

Judging criteria: Finalists will be judged according to the below criteria.

<u>Criteria</u>	<u>Factors</u>
Innovativeness of the idea	<ul style="list-style-type: none"> • How innovative is this solution?
Potential to expand financial capability and/or financial access	<ul style="list-style-type: none"> • How significant is the potential impact on consumers? • What is the potential for the app to enhance consumer financial capability and decision-making? (if applicable) • What is the potential for consumers to use the app to gain access to high quality financial products and services? (if applicable) • What is the potential for the app to help consumers adopt financial behaviors which will help them achieve their

	<p>financial goals? (if applicable)</p> <ul style="list-style-type: none"> • To what extent does the app incorporate data, such as personal account data or data on financial products, to promote financial capability and/or financial access? (if applicable)
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7. Verification of Potential Winners

ALL FINALISTS ARE SUBJECT TO VERIFICATION BY THE ADMINISTRATORS AND TREASURY, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

Finalists must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The Finalists will be notified by email after the date of the public voting. Each Finalist, and the Finalist's parent/guardian if the winner is under eighteen (18) years of age, will be required to sign and return to the Administrators, within five (5) calendar days of the date notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) to claim his/her prize. If a Finalist cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, the Finalist will forfeit the prize. In the event that a Finalist is disqualified for any reason, the Administrators may award the applicable prize to an alternate

winner in their discretion, provided that the Idea and the Contestant who submitted the Idea is in compliance with these Official Rules.

8. Prizes

As described in Section 6, winners are determined by the judges based on the criteria listed in Section 6, provided that the Idea and the Contestant who submitted the Idea are in compliance with these Official Rules.

Administrators shall pay prizes as follows. No prize will be paid from Federal funds, and Treasury is not responsible for paying any prize winner.

<u>Winner</u>	<u>Prize</u>	<u>Quantity</u>
Grand Prize Winner	\$1,000	1
Runners-Up	\$500	2
Honorable Mention	\$250	2

9. Entry Conditions, Release, and Indemnification

By entering, each Contestant agrees to:

- (a) comply with and be bound by these Official Rules and the decisions of the Administrators, Treasury, and/or the Challenge judges, which are binding and final in all matters relating to this Challenge;

- (b) release and hold harmless the Administrators and the Federal government (including Treasury) and their respective parent, subsidiary, and affiliated companies, offices, contractors and subcontractors at any tier, suppliers, users, customers, cooperating parties, grantees, investigators, detailees; the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Challenge; and all of their respective past and present officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all losses, damages, costs, expenses, liability and claims of any kind, including but not limited to any injury, death, damage, loss of property, revenue, or profits, negligence, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, in each case whether direct, indirect or consequential, arising out of or relating to a Contestant’s conception or submission of an Idea, participation in the Challenge, acceptance or use or misuse of prize (including any travel or activity related thereto), and/or the broadcast, transmission, performance, exploitation or use of a Contestant’s Idea. Without limitation of the above, the Released Parties are not responsible for:
- i. any incorrect or inaccurate information, whether caused by Contestants, printing errors, or by any of the equipment or programming associated with or utilized in the Challenge;
 - ii. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in Internet lines or network hardware or software;

- iii. unauthorized human intervention in any part of the entry process or the Challenge;
 - iv. technical or human error that may occur in the administration of the Challenge or the processing of entries; or
 - v. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Challenge or receipt, use or misuse of any prize.
- (c) indemnify, defend, and hold harmless the Administrators and the Federal government (including Treasury) from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a Contestant's participation in the Challenge, submission of an Idea, and/or Contestant's acceptance, use, or misuse of a prize.

Notwithstanding the foregoing, the waivers and releases set forth in this Section 9 shall not apply (i) in the case of willful misconduct or (ii) for claims arising out of the unauthorized use or disclosure by Treasury of the intellectual property, trade secrets, or confidential business information of the Contestant.

10. Publicity

Except where prohibited, participation in the Challenge constitutes a Finalist's consent to the Administrators', Treasury's, and their agents' use of the Finalist's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. No Endorsement

The Administrators and Treasury do not endorse any commercial enterprise or product.

12. General Conditions

The Administrators and Treasury reserve the right to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud, technical failures, or any other factor beyond the Administrators' or Treasury's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by the Administrators and Treasury. The Administrators and Treasury reserve the right to disqualify any individual or Contestant it finds to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt to undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, the Administrators and/or Treasury reserve the right to seek damages from any such person to the fullest extent permitted by law. The Administrators' and Treasury's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Administrators and Treasury are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful, or illicit votes, including those secured through payment, automated means, registering more than one email account and name, using another Contestant's email account and name. In addition, Administrators and Treasury are not responsible for or required to count votes lost for technical reasons or otherwise.

If for any reason a Contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is another entry in the Challenge. No more than the stated number of prizes will be awarded.

13. Disputes; Governing Law; Choice of Forum

Contestant agrees that:

- (a) any and all disputes, claims and causes of action against the Administrators arising out of or connected with this Challenge, or any prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action; and
- (b) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering this Challenge, but shall in no event include attorneys' fees.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestant, the Administrators, or Treasury in connection with the Challenge, shall be governed by and interpreted in accordance with Federal law and not the law of any state or locality. To the extent that a court looks to the laws of any state to determine or define the Federal law, the Contestants, Administrators, and Treasury agree that such court shall look only to the laws of the State of New York without regard to the rules of conflicts of laws.

Each of the Administrators, Treasury and the Contestant agree that the courts in Washington, D.C., are the exclusive forum for resolving any disputes arising out of or related to the Challenge.

14. Privacy

Any personal information collected from a visitor by registering or filling out the submission form through the Competition website is used to facilitate the Challenge and respond to the registrant in matters regarding the registrant's Ideas and/or the Competition only. Information is not collected for commercial marketing. Please read the Challenge.gov Privacy Policy for complete information.

App Design Challenge Competition –

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16. Privacy

1. Eligibility

Eligible Individuals and Entities:

The Challenge is open only to:

- individuals who are U.S. citizens or permanent residents of the fifty (50) United States and its territories who are at least fourteen (14) years old at the time of entry; and

- corporations (including not-for-profit corporations and other non-profit entities) or organizations that (i) are incorporated in the United States or its territories, (ii) have been duly organized and validly exist and (iii) maintain a primary place of business in the United States (such corporations or organizations, “Organizations”).

Individuals, Organizations or teams must register to participate in the Challenge.

Individuals may form teams (comprised solely of individuals) to enter the Challenge, provided that each member of a team must be independently eligible in accordance with these eligibility requirements. Individuals submitting on behalf of teams or Organizations must meet the eligibility requirements for individual Contestants. An individual may join more than one team and/or Organization.

Ineligible Individuals and Entities:

The following individuals and entities are not eligible to participate in the Challenge:

- The Administrators and any advertising agency or other company or contractor involved with the design, production, promotion, execution, or distribution of the Challenge;
- Any parent company, subsidiary, or other affiliate of any entity described above;
- Any employee of the entities described above (and their respective parent companies, subsidiaries, and other affiliates) and any member of such employee’s immediate family or household;
- Any individual involved with the design, production, promotion, execution, or distribution of the Challenge and each member of any such individual’s immediate family or household;

- Any judge (as described in Section 6), any member of a judge's immediate family or household, and anyone who otherwise has a familial or financial relationship with a judge;
- Any entity or individual in whom a judge has a personal or financial interest or for whom a judge is an employee, officer, director, or agent;
- Any company or individual that has a material business relationship or affiliation with any judge;
- Any employee of Treasury;
- Any Federal entity; and
- Any Federal employee acting within the scope of his or her employment.

For purposes hereof, (a) the members of an individual's immediate family include such individual's spouse, children and step-children, parents and step-parents, and siblings and step-siblings, and (b) the members of an individual's household include any other person that shares the same residence as such individual for at least three (3) months out of the year.

By submitting an idea, Contestants certify they meet these eligibility requirements. If they become aware they may no longer meet any of the eligibility requirements of this section, Contestants agree to notify Administrators immediately by email at info@moneyappup.com.

The Challenge is subject to all applicable Federal and state laws and regulations. Participation constitutes Contestant's full and unconditional agreement to these Official Rules and the Administrators and Treasury's decisions, which are final and binding in all matters related to the Challenge. Eligibility for a prize award is contingent upon fulfilling all requirements set forth in these Official Rules.

2. Challenge Period and Judging Period

The Challenge submission period begins on 06/27/2012 at 12:00 am EDT and ends on 08/12/2012 at 11:59 pm EDT (the “Challenge Period”). A computer specified by the Administrators and Treasury, in their sole discretion, set to Eastern Time, is the official time-keeping device for this Challenge.

The approximate dates for the judging are between 08/13/2012 and 09/28/2012. These dates are approximate and are subject to change at the discretion of the Administrators and Treasury.

3. How to Enter; Submission Guidelines and Requirements

How to register: To register, Contestant must visit <http://mymoneyappup.challenge.gov> and complete the registration form, or, if already registered, follow the procedures to join this Challenge. The Contestant must complete all these steps during the Challenge Period. Registration is free. After the Contestant registers, the Contestant must verify the email address provided by the Contestant via the registration email sent to the email address entered in the registration form. Once registered, Contestants will be able to enter app design ideas that conform to the requirements set forth herein (each such app design idea, a “Submission”). Registration will be required to receive updates on the Challenge.

What to submit: To submit a Submission, a Contestant must fill out the submission form on <http://mymoneyappup.challenge.gov>, agree to these Official Rules and any other terms, conditions, or policies that apply to the Contestant’s use of the Challenge website, and must provide the following items:

A written description of:

- the idea for the app;
- how the app is innovative and contributes something new to the marketplace;
- how the app would promote financial capability and/or financial access;
- the feasibility of creating the app;
- the potential for sustainability for the app; and
- An image or video describing the app.

Submission Guidelines:

Integration of Data. Contestants are encouraged to propose apps that integrate data in ways that promote financial capability and financial access. Types of data include, but are not limited to: (1) the user's own personal financial data, such as information on the balances and transactions in his or her existing financial accounts; and (2) data on financial products and services.

Mobile formats. Submissions may be for any mobile format (e.g., downloadable app, mobile website, text messaging service, mobile-web hybrid) and type of mobile device (e.g., tablet, smartphone, feature phone), or any combination of these.

Public Display. All Submissions will be made available to the public after the close of the Challenge Period.

Changes and Revisions. Contestants may make changes or revisions to their Submissions until the close of the Challenge Period, on 08/12/2012.

Submission Requirements: Submissions must meet the below requirements to be eligible for a prize:

- Must be submitted during the Challenge Period;
- Must be designs for mobile apps that promote financial capability and/or financial access;
- Must be original, be the work of the Contestant, and not violate the rights of other parties;
- Must be made available free of charge to the public, such that anyone may use any of the ideas incorporated into the Submissions to create an app;
- Must not contain any matter that in the sole discretion of the Administrators, Treasury, or the judges: (i) depicts hatred; (ii) defames or denigrates (or is derogatory towards) any person or group of persons or any race, ethnic group, or culture; (iii) threatens a specific community in society, including any specific race, ethnic group, or culture; (iv) is intended to or may reasonably incite violence; (v) contains vulgar or obscene language or excessive violence; (vi) contains pornography, obscenity, or sexual activity; (vii) is otherwise indecent, in obvious bad taste, or demonstrates a lack of respect for public morals or conduct; or (viii) adversely affects the reputation of Treasury or the Administrators;
- Must comply with the Terms of Participation of <http://mymoneyappup.challenge.gov> and with applicable law; and
- Must be in the English language.

If the Administrators, Treasury, or judges find any Submission to be unacceptable based on these restrictions or any other provisions in these Official Rules, then such Submission shall

be deemed disqualified. The Administrators, Treasury, or the judges may also prevent such a Submission from being displayed on the website, or may remove such a Submission that was already posted.

Each Contestant (or if a team, then each member of the team) represents and warrants that he, she, or it is the sole author and owner of the Submission, that the Submission is wholly original with the Contestant and that it does not infringe, misappropriate, or otherwise violate any copyright, trade secret rights, or any other rights of any third party.

4. Intellectual Property Rights

Each Contestant acknowledges and consents that the ideas contained in his or her Submissions may be used by any third party (including but not limited to other Contestants) for any purpose whatsoever without any compensation to the Contestant. Each Contestant grants to the Administrators, Treasury, and their agents, a perpetual, royalty-free, non-exclusive, worldwide license with the right to sublicense under all of the Contestant's intellectual property rights in and to each Submission submitted by the Contestant to use, copy for use, make derivative works of, perform publicly, and display publicly, for any non-commercial purpose.

5. Display of Submissions

Submissions will be posted on <http://mymoneyappup.challenge.gov> after the close of the Challenge Period after being screened by the Administrators to confirm that the Submission includes all of the required items (see Section 3, "What to Submit").

All Contestants will have equal access to Submissions posted on the website.

6. Judges and Winner Selection

Judges: A panel of judges will be appointed by Treasury and the Administrators. The individual judges that comprise the judging panel may change at the discretion of the Administrators and Treasury. Judges have the right to withdraw from the Challenge without advance notice in the event of extenuating circumstances beyond their control or as may be otherwise permitted by the Administrators and Treasury.

Judging criteria: Contestants will be judged according to the below criteria.

Criteria	Factors
<i>Innovativeness of the idea</i>	<ul style="list-style-type: none">• How innovative is this solution?
<i>Potential to expand financial capability and/or financial access</i>	<ul style="list-style-type: none">• How significant is the potential impact on consumers?• What is the potential for the app to enhance consumer financial capability and decision-making? (if applicable)• What is the potential for consumers to use the app to gain access to high quality financial products and services? (if applicable)• What is the potential for the app to help consumers adopt financial behaviors which will help them achieve their financial goals? (if applicable)• To what extent does the app incorporate data, such as personal account data or data on financial products, to promote financial

	capability and/or financial access? (if applicable)
<i>Feasibility</i>	<ul style="list-style-type: none"> • How feasible would it be to create the app? • Can the design be implemented with available technology?
<i>Sustainability</i>	<ul style="list-style-type: none"> • What is the potential for the app to attract users? • What is the potential for the app to have a sustainable business model?

Winner selection: The potential winners whose Submissions are selected as finalist Submissions (“Finalists”) will be notified as set forth in Section 7 and invited to attend the award ceremony described in Section 8. Up to eight (8) Submissions will be selected as Finalists. Treasury and the Administrators reserve the right to cancel the award ceremony. Judges will score each of the Finalist Submissions prior to the award ceremony (“Preliminary Score”). Each Finalist who attends the award ceremony will be allotted no longer than ten (10) minutes at the ceremony to (a) describe their Submission, (b) explain how their Submission satisfies the above-mentioned criteria, and (c) respond to any questions that the judges may have regarding their Submission (“Oral Presentation”). Each judge may, at his or her discretion, revise the Preliminary Score of a Submission by increasing or decreasing the Submission’s score in light of the Finalist’s Oral Presentation. The five (5) Contestants whose Submissions earn the highest

overall scores will win the prizes identified below in Section 9. In the event of a tie, the winners will be selected by a final vote by the judges.

7. Verification of Potential Winners

ALL FINALISTS ARE SUBJECT TO VERIFICATION BY THE ADMINISTRATORS AND TREASURY WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE.

Finalists must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Finalists will be notified by email after the date of the judging. Each Finalist, or a Finalist's parent/guardian if the Finalist is under eighteen (18) years of age, will be required to sign and return to the Administrators, within ten (10) calendar days of the date notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) to claim the prize. If a Finalist cannot be contacted, fails to sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, the Finalist forfeits the prize. If a Finalist is disqualified for any reason, the Administrators may award the applicable prize to an alternate winner who had the highest score of the remaining eligible entries.

8. Prizes and Award Ceremony

Administrators shall pay prizes as follows. No prize will be paid from Federal funds, and Treasury is not responsible for paying any prize winner.

<u>Winner</u>	<u>Prize</u>	<u>Quantity</u>
Grand Prize Winner	\$10,000	1
Runners-Up	\$5,000	2
Honorable Mention	\$2,500	2

Award Ceremony

All Finalists will be invited to attend an award ceremony, the details of which will be announced at a later time. Treasury and the Administrators reserve the right to cancel the award ceremony, in their sole discretion. The Administrators, judges, members of Treasury staff, media representatives, and other guests will also be invited to attend. Travel to the event for all Finalists will be reimbursed by the Administrators in the amount of up to five hundred U.S. dollars (\$500) for individual Finalists and up to fifteen-hundred U.S. dollars (\$1,500) for Finalist teams (total, regardless of how many individuals are on the team). Any Finalist who is a minor must be accompanied by his or her parent or legal guardian to the ceremony. Finalists who attend the ceremony will have an opportunity to present their Submissions to the judges and answer questions posed by judges. The judges may, at their discretion, take such presentation and answers into account in judging the Submissions. The awarding of a prize is, however, not contingent upon a Finalist attending the award ceremony.

9. Entry Conditions, Release, and Indemnification

By entering, each Contestant agrees to each of the following:

- (a) To comply with and be bound by these Official Rules and the decisions of the Administrators, Treasury, and/or the Challenge judges, which are binding and final in all matters relating to this Challenge.
- (b) To release and hold harmless the Administrators and the Federal government (including Treasury), and their respective parent, subsidiary, and affiliated companies, offices, contractors and subcontractors at any tier, suppliers, users, customers, cooperating parties, grantees, investigators, detailees; the prize suppliers; and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge; and all of their respective past and present officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all losses, damages, costs, expenses, liability, and claims of any kind, including but not limited to any injury, death, damage, loss of property, revenue, or profits, negligence, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or any other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, in each case whether direct, indirect, or consequential, arising out of or relating to a Contestant’s creation or submission of a Submission, participation in the Challenge, acceptance or use or misuse of prize (including any travel or activity related thereto), and/or the broadcast, transmission, performance, exploitation, or use of a Contestant’s Submission. Without limitation of the above, the Released Parties are not responsible for:

- i. any incorrect or inaccurate information, whether caused by Contestants, printing errors, or by any of the equipment or programming associated with or utilized in the Challenge;
 - ii. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in Internet lines or network hardware or software;
 - iii. unauthorized human intervention in any part of the entry process or the Challenge;
 - iv. technical or human error which may occur in the administration of the Challenge or the processing of entries; or
 - v. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Challenge or receipt, use, or misuse of any prize.
- (c) To indemnify, defend, and hold harmless the Administrators and the Federal government (including Treasury) from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a Contestant's participation in the Challenge, submission of a Submission, and/or Contestant's acceptance, use, or misuse of a prize.

Notwithstanding the foregoing, the waivers and releases set forth in this Section 9 shall not apply (i) in the case of willful misconduct or (ii) for claims arising out of the unauthorized use or disclosure by Treasury of the intellectual property, trade secrets, or confidential business information of the Contestant.

10. Publicity

Except where prohibited, participation in the Challenge constitutes a Finalist's consent to the Administrators', the Treasury's, and their agents' use of the Finalist's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. No Endorsement

The Administrators and Treasury do not endorse any commercial enterprise or product.

12. General Conditions

The Administrators and Treasury reserve the right to cancel, suspend, and/or modify the Challenge, or any part of it, if any fraud, technical failures, or any other factor beyond the Administrators' or Treasury's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by the Administrators and Treasury. The Administrators and Treasury reserve the right to disqualify any individual or Contestant it finds to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt to undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, the Administrators and/or the Treasury reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrators' or the Treasury's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

If for any reason a Contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is another entry in the Challenge.

No more than the stated number of prizes will be awarded.

13. Disputes; Governing Law; Choice of Forum

Contestant agrees that:

- (a) any and all disputes, claims and causes of action against the Administrators arising out of or connected with this Challenge, or any prizes awarded, other than those concerning the administration of the Challenge or the determination of winners, shall be resolved individually, without resort to any form of class action; and
- (b) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering this Challenge, but shall in no event include attorneys' fees.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestant, the Administrators, or Treasury in connection with the Challenge, shall be governed by and interpreted in accordance with Federal law and not the law of any state or locality. To the extent that a court looks to the laws of any state to determine or define the Federal law, the Contestants, Administrators, and Treasury agree that such court shall look only to the laws of the State of New York without regard to the rules of conflicts of laws.

Each of the Administrators, Treasury and the Contestant agree that the courts in Washington, D.C., are the exclusive forum for resolving any disputes arising out of or related to the Challenge.

14. Privacy

Any personal information collected from a visitor by registering or filling out the submission form through the Competition website is used to facilitate the Challenge and respond to the registrant in matters regarding the registrant's Submissions and/or the Competition only. Information is not collected for commercial marketing. Please read the Challenge.gov Privacy Policy for complete information.

Authority: 15 U.S.C. 3719

Dated: __June 21, 2012__

Cyrus Amir-Mokri
Assistant Secretary for Financial Institutions
Department of the Treasury

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